

ILLINOIS FOP LABOR COUNCIL

And

VILLAGE OF BEDFORD PARK

Patrol Officers And Sergeants

January 1, 2014 – December 31, 2018

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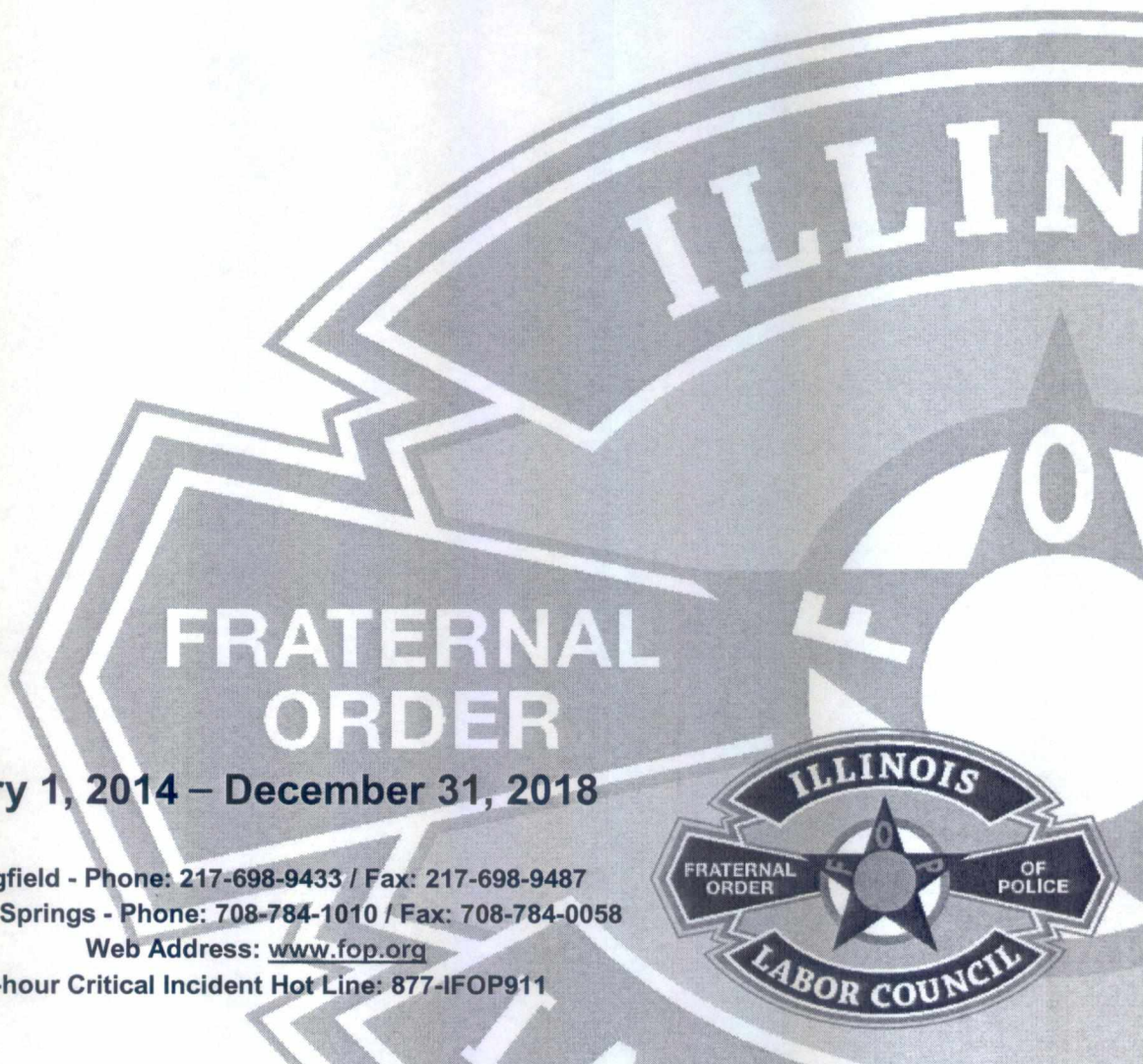


TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE	1
ARTICLE 1-RECOGNITION OF ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL	1
Section 1.1 Recognition	1
Section 1.2 Bargaining Unit Work	1
Section 1.3 Probationary Period	1
Section 1.4 Seniority	1
Section 1.5 Seniority List	1
ARTICLE 2- NON-DISCRIMINATION	2
Section 2.1 Prohibition Against Discrimination	2
Section 2.2 Union Non-Participation	2
Section 2.3 Gender	2
ARTICLE 3- NO STRIKE	2
Section 3.1 No Strike	2
Section 3.2 No Lockout	2
Section 3.3 Penalty	2
Section 3.4 Judicial Restraint	3
ARTICLE 4- GRIEVANCE PROCEDURE	3
Section 4.1 Definition	3
Section 4.2 Procedure	3
Section 4.3 Arbitration	4
Section 4.4 Limitations on Authority of Arbitrator	4
Section 4.5 Time Limit for Filing	4
Section 4.6 Grievance Processing	5
Section 4.7 Employee's Right to File Grievance	5
ARTICLE 5- DISCIPLINE AND DISCHARGE	5
Section 5.1 Corrective Discipline	5
Section 5.2 Just Cause Standard	5
Section 5.3 Investigatory Interviews	5
Section 5.4 Bill of Rights	5
Section 5.5 Prediscipline Meeting	6
ARTICLE 6- PERSONNEL FILES	6
Section 6.1 Employee Notification	6
Section 6.2 Miscellaneous	6
Section 6.3 Personnel Record Retention	6
ARTICLE 7- OFFICER'S LEAVE	6
Section 7.1 Bereavement Leave	6
Section 7.2 Sick Pay	7
Section 7.3 Leave of Absence	8

Section 7.4 Maternity/Parental Leave	8
Section 7.5 Jury Duty	9
ARTICLE 8- HOURS AND OVERTIME	9
Section 8.1 Hours of Work and Overtime.....	9
Section 8.2 Shift Assignments	11
Section 8.3 Compensatory Time	11
Section 8.4 Holiday Pay	11
Section 8.5 Shift Trades	12
Section 8.6 Call-Back.....	12
Section 8.7 FTO Compensation	12
ARTICLE 9- VACATION	12
Section 9.1 Vacation Earned	12
Section 9.2 Vacation Usage.....	13
ARTICLE 10- UNIFORMS AND EQUIPMENT	13
Section 10.1 Initial Issue	13
Section 10.2 Replacement.....	14
Section 10.3 Uniform Change/Modification.....	14
ARTICLE 11- RESIDENCY	14
ARTICLE 12- EDUCATIONAL REIMBURSEMENT	14
ARTICLE 13- LAYOFF.....	15
Section 13.1 Layoff.....	15
Section 13.2 Recall.....	15
ARTICLE 14- MANAGEMENT RIGHTS	15
ARTICLE 15-FOP LABOR COUNCIL SECURITY AND RIGHTS	16
Section 15.1 Dues Deduction.....	16
Section 15.2 Fair Share Deduction.....	16
Section 15.3 FOP Labor Council Indemnification.....	16
ARTICLE 16- BULLETIN BOARD	17
Section 16.1 Labor Council Use of Bulletin Board.....	17
ARTICLE 17- LABOR COUNCIL REPRESENTATION	17
Section 17.1 Right of Entry.....	17
Section 17.2 Labor Council Negotiating Team.....	17
Section 17.3 Delegates	17
ARTICLE 18- IMPASSE RESOLUTION	17
ARTICLE 19- MAINTENANCE AND ECONOMIC BENEFITS	17

ARTICLE 20- INSURANCE BENEFITS.....	18
Section 20.1 Health Insurance.....	18
Section 20.2 Dental Insurance.....	18
Section 20.3 Continuance of Health Insurance	18
Section 20.4 Health Insurance – Retirees.....	18
Section 20.5 Life Insurance.....	19
Section 20.6 Counseling.....	19
Section 20.7 Physical Examinations	19
Section 20.8 Right to Maintain Coverage While on Unpaid Leave or on Layoff.....	19
Section 20.9 Health and Dental Insurance Committee.....	19
ARTICLE 21- WAGES	19
Section 21.1 Wages Schedule	19
Section 21.2 Longevity	20
Section 21.3 Acting Supervisor (Officer in Charge/ OIC).....	20
Section 21.4 Special Duty Allotment.....	20
Section 21.5 Shift Differential	20
Section 21.6 Rate of Pay	20
ARTICLE 22- MISCELLANEOUS	20
Section 22.1 Senior Officer.....	20
Section 22.2 Indemnification	21
Section 22.3 Permanent Commission Cards	21
Section 22.4 Burial	21
Section 22.5 Disability Committee	21
Section 22.6 Required Posting	22
Section 22.7 Personal Assets.....	22
Section 22.8 Release of Information.....	22
Section 22.9 Technological Equipment.....	22
Section 22.10 Disabling Safety Defects	22
Section 22.11 Retirement Benefits Notification	22
Section 22.12 On-Call Detective.....	22
Section 22.13 Immunizations	22
ARTICLE 23- LABOR-MANAGEMENT MEETINGS	23
Section 23.1 Meeting Request.....	23
Section 23.2 Content	23
Section 23.3 Attendance.....	23
Section 23.4 Test Results	23
ARTICLE 24- SAVINGS CLAUSE	24
ARTICLE 25- DURATION	24
Section 25.1 Term of Agreement	24
Section 25.2 Continuing Effect	24
Section 25.3 Entire Agreement	24

ARTICLE 26- SIGNATURES	25
APPENDIX "A1"	26
APPENDIX "A2"	27
APPENDIX "B" DRUG-FREE WORKPLACE/DRUG TESTING	28
APPENDIX "C" LIGHT DUTY PROCEDURES	39
APPENDIX "D" DUES AUTHORIZATION FORM.....	40
LETTER AGREEMENT	41

PREAMBLE

It is the purpose of this Agreement to achieve and maintain harmonious relations between the Village and the Bedford Park Police Officers, to establish proper standards of wages, hours, and other terms and conditions of employment, and to provide for equitable and peaceful adjustments of differences over the interpretation and application of this Agreement and to promote interdepartmental efficiency and effectiveness.

ARTICLE 1-RECOGNITION OF ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL

Section 1.1 Recognition

In accordance with the Illinois Public Labor Relations Act ("IPLRA"), pursuant to the certification in Case No. S-AC-04-005, the Village hereby recognizes the Illinois Fraternal Order of Police Labor Council ("Union") as the sole and exclusive collective bargaining representative of sworn police officers and sergeants, employed by it, excluding the Chief of Police, Captains, Lieutenants and all other Village employees.

Section 1.2 Bargaining Unit Work

The Village may utilize the services of auxiliary officers and part-time officers to perform bargaining unit work in accordance with 65 ILCS 5/3.1-30-20 and 65 ILCS 5/3.1-30-21, as amended, provided that the use of auxiliary officers and part-time officers will not result in any layoffs of bargaining unit members. Auxiliary or part-time officers will not be assigned to an assignment that would otherwise be considered to be an overtime opportunity for a bargaining unit member unless such assignment is offered first to members of the bargaining unit. This section shall not limit the Village from exercising Mutual Aid Agreements.

Section 1.3 Probationary Period

The probationary period for all employees hired shall be twelve (12) months in duration from the date of completion of the Police Academy. During the probationary period, the employee is entitled to all rights, privileges, and benefits provided for in this Labor Agreement, except that the employee may be disciplined or discharged without cause and without notice. Upon successful completion of the probationary period, an employee shall acquire seniority which shall be retroactive to their last date of hire with the Village.

Section 1.4 Seniority

Seniority is an employee's continuous length of service as defined by his original date of hire of full time employment in the Police Department absent layoffs and unpaid leaves of absences. If two (2) or more employees were hired on the same day, their standing will be determined by the rank order on the eligibility list.

Section 1.5 Seniority List

The Employer shall prepare a list on or before January 1st of each year setting forth the present seniority dates for all covered members and provide a copy yearly to the Council. Such list shall finally resolve all questions of seniority affecting covered members covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure if grieved within thirty (30) calendar days of the posting of the list.

ARTICLE 2- NON-DISCRIMINATION

Section 2.1 Prohibition Against Discrimination

In the application and implementation of the terms of this Agreement, the Employer and the Union agree that neither will discriminate against any employee on the basis of race, sex, creed, religion, color, sexual preference, marital (including parental) status, age (over 40), national origin, activities in Lodge 121 or the Union or mental and/or physical handicap unrelated to the employee's ability to perform the job or any other legally protected category.

Section 2.2 Union Non-Participation

The Union shall not represent employees before any federal or state anti-discrimination administrative agency where the employee's claim has been arbitrated under the grievance procedure of this Agreement. Grievances alleging discrimination based on activities in the Union in violation of Section 2.1 of this Article, may be processed through the arbitration step of the grievance procedure. Statutory remedies are available for all other forms of discrimination. This shall not be interpreted to limit the Union's right to advise, testify on behalf of, or in any other way cooperate with an employee in the pursuit of his discrimination claim or to give evidence to or cooperate with any federal, state or county agency or any dispute resolution procedure established by such agency.

Section 2.3 Gender

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

ARTICLE 3- NO STRIKE

Section 3.1 No Strike

Neither the Union nor any officers, agents or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sitdown, concerted stoppage of work, concerted refusal to perform overtime, concerted, abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or any other intentional interruption or disruption of the operations of the Village, regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the Village. Each employee who holds the position of officer or steward of the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to cease and desist their non-sanctioned activity.

Section 3.2 No Lockout

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

Section 3.3 Penalty

The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 3.1 above is whether or not the employee actually

engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

Section 3.4 Judicial Restraint

Nothing contained herein shall preclude the Village or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

ARTICLE 4- GRIEVANCE PROCEDURE

Section 4.1 Definition

A "grievance" is defined as a dispute or difference of opinion raised by an employee or the Union against the Village involving an alleged violation of an express provision of this Agreement.

Section 4.2 Procedure

A grievance filed against the Village shall be processed in the following manner:

Step 1:

Any employee and/or union representative who has a grievance shall submit the grievance in writing to the Police Chief, or his designee, specifically indicating that the matter is a grievance under this Agreement. The grievance shall contain a complete statement of the facts, the provision or provisions of this Agreement which are alleged to have been violated, and the relief requested. All grievances must be presented no later than ten (10) business days from the date of the occurrence of the matter giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence of the event giving rise to the grievance. The Chief or his designee shall render a written response to the grievant and the Union within ten (10) business days after the grievance is presented.

Step 2:

If the grievance is not settled at Step 1 and the employee or the Union wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be submitted in writing designated as a "grievance" to the Police Committee and the Chief of Police. The grievance shall specifically state the basis upon which the grievant believes the grievance was improperly denied at the previous step in the grievance procedure. The Police Committee or its designee shall investigate the grievance and, in the course of such investigation, shall offer to discuss the grievance within ten (10) business days with the grievant and an authorized Union representative at a time mutually agreeable to the parties. If no settlement of the grievance is reached, the Police Committee shall provide a written answer to the grievant or to the Union within ten (10) business days following their meeting.

Step 3:

If the grievance is not settled at Step 2 and the Union desires to appeal, it shall be referred by the Union in writing to the Village Board within ten (10) business days after receipt of the Village's answer in Step 2. Thereafter, the Village Board and the Police Chief or other appropriate individual(s) as desired by the Village Board, shall meet with the grievant, the Steward involved and an outside, non-employee representative of the Union, if desired by the employee, within ten (10) business days of receipt of the Union's appeal, if at all possible. The Board will take action on the grievance appeal at its next regularly scheduled meeting after such

meeting. If no agreement is reached, the Board shall respond to the grievance in writing within ten (10) business days after the Board meeting in which it is considered.

Section 4.3 Arbitration

If the grievance is not settled in Step 3 and the Union wishes to appeal the grievance from Step 3 of the grievance procedure, the Union may refer the grievance to arbitration, as described below, within ten (10) business days of receipt of the Village's written answer, as provided to the Union at Step 3.

1. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator within said five (5) day period, the parties shall jointly request the Federal Mediation and Conciliation Service ("FMCS") to submit a panel of seven (7) arbitrators, pursuant to the policies and procedures of the FMCS.
2. The arbitrator shall be notified of his/her selection and shall be requested to set a time and place for the hearing, subject to the availability of Union and Village representatives.
3. The Village and the Union shall have the right to request the arbitrator to require the presence of witnesses or documents. The Village and the Union retain the right to employ legal counsel.
4. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later.
5. More than one grievance may be submitted to the same arbitrator if both parties mutually agree in writing.
6. The fees and expenses of the arbitrator and the cost of a written transcript, if any, shall be divided equally between the Village and the Union; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 4.4 Limitations on Authority of Arbitrator

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine the issue raised by the grievance as submitted in writing at the Second Step. The arbitrator shall have no authority to make a decision on any issue not so submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 9 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

Section 4.5 Time Limit for Filing

No grievance shall be entertained or processed unless it is submitted at Step 1 within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee, through the use of reasonable diligence, could have obtained

knowledge of the occurrence of the event giving rise to the grievance. A "business day" is defined as a calendar day exclusive of Saturdays, Sundays or holidays. If a grievance is not presented by the employee or the Union within the same time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last answer. If the Village does not answer a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Section 4.6 Grievance Processing

Reasonable time as scheduling and workload permits while on duty shall be permitted to Union Stewards for the purpose of assisting or otherwise representing members covered by this Agreement in the handling and processing of grievances. The Labor Council shall inform the Department of those Officers who they will permit to perform the functions of a Union Steward. Prior to performing this function while on duty, the officer shall seek permission from their supervisor.

Section 4.7 Employee's Right to File Grievance.

Any individual employee or group of employees shall have the right, provisions of this Article notwithstanding, at any time to present a Grievance to the Employer, to have such Grievance fully adjusted, without the intervention of the Labor Council or its representatives, so long as the adjustment is not inconsistent with the terms of this Agreement; but provided further, that the employee will, by notice to a Labor Council representative, give the Labor Council an opportunity to have a representative present at the final adjustment.

ARTICLE 5- DISCIPLINE AND DISCHARGE

Section 5.1 Corrective Discipline

The Village agrees to adhere to the tenets of progressive and corrective discipline. This provision does not prohibit the Village from imposing discipline, up to and including dismissal, absent prior discipline, where it is warranted by the seriousness of the offense.

Section 5.2 Just Cause Standard

The Village agrees that non-probationary Officers may be disciplined only for just cause.

Section 5.3 Investigatory Interviews

Where the Chief of Police or designee desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Village agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative.

Section 5.4 Bill of Rights

Nothing in this Agreement shall be construed to adversely affect any right granted to an officer pursuant to 50 ILCS 725/1, *et seq.* (i.e., "The Bill of Rights"). The parties also agree that the Bill of Rights is not subject to the terms of this agreement including the grievance and arbitration procedure.

Section 5.5 Prediscipline Meeting

Except in emergency situations, before a non-probationary employee is discharged or suspended, the Employer shall provide such employee with:

- (a) Notice of the charges giving rise to the contemplated action;
- (b) An explanation of the evidence giving rise to the charges; and
- (c) An opportunity to be heard on/or to respond to such charges. In the event that the employee chooses to be heard on pending charges, he shall be permitted to have a Labor Council representative present.

ARTICLE 6- PERSONNEL FILES

Section 6.1 Employee Notification

A copy of any disciplinary action or material related to an Officer's performance which is placed in their personnel file shall be copied to the Officer within five (5) business days of being placed into the personnel file. At the Officer's request, a rebuttal may be offered to any item placed in the Officer's personnel file subject to the conditions of the Personnel Record Review Act and subsequent revisions. For this Section, a business day shall be defined as Monday through Friday, excluding holidays and weekends.

Section 6.2 Miscellaneous

An officer may inspect, and if they so choose, to copy their personnel file, disciplinary history file, medical file and/or investigative file, in compliance with the Personnel Records Review Act, 820 ILCS 40/0.01 *et seq.* subject to the following:

1. An inspection shall occur during normal business hours, at a time and in a manner that is mutually acceptable to the employee and the Police Chief.
2. Copies of the materials in such employee files shall be provided to the employee upon the employee's request. The employee shall sign a receipt for the contents of the file.
3. Employees shall be notified within five (5) business days when a formal, written warning or other disciplinary documentation or material related to an officer's performance is permanently placed in their personnel file. An employee shall be provided a copy of any such documentation. An employee may file a written rebuttal in his personnel file concerning any material in the file.

Section 6.3 Personnel Record Retention

Past disciplinary records of employees shall not be considered for disciplinary purposes after twelve (12) months, except that records may be considered for thirty-six (36) months if: (1) the discipline is for a related offense; (2) the prior discipline involved a suspension or final warning. For promotion purposes, discipline may be considered for thirty-six (36) months.

ARTICLE 7- OFFICER'S LEAVE

Section 7.1 Bereavement Leave

- 1.) When death occurs in an employee's immediate family (i.e., employee's mother-in-law, father-in-law, brother, sister, grandparents, grandchild, stepmother, stepfather, stepbrother, or stepsister), an employee covered by this Agreement, upon request, shall be excused with pay for the next three (3) shifts following notification for the purposes of bereavement and attending the funeral.

If the employee is notified of the death of the employee's spouse, child, stepchild, parent or step-parent during his work day, the employee shall be relieved from duty with pay upon request at the earliest reasonable opportunity and the period during which is relieved shall be in addition to the time off described in the paragraph above or below.

- 2.) If death of a spouse, child, stepchild, mother or father occurs, upon request, an employee shall be granted five (5) shifts paid leave.
- 3.) This provision for bereavement leave is intended to ensure that employees are not required to work for a minimum number of days after a loss, not to provide additional leave if the employee is already scheduled off.

Section 7.2 Sick Pay

Two alternative paid sick leave programs shall be maintained by the Village: (1) the traditional program involving no accrual of paid sick leave by employees from year to year, and (2) an accrual program. All employees hired after January 1, 2009, shall be required to participate in the accrual program. All current employees shall be required to elect for the remainder of their employment with the Village in which program they wish to participate. That election shall be made shortly after the current contract has been ratified/approved by both parties on a date set by the Chief with a minimum of 10 calendar days notice. The election shall be irrevocable. Employees who elect to remain in the traditional program will be permitted to remain in the program until retirement.

Traditional Program

Employees shall receive an allowance of forty-eight (48) hours of sick leave annually. Employees may use sick leave for their own medical condition or for the medical condition of an immediate family member. For purposes of this section only, immediate family member shall be defined as: spouse, child or other family member living full-time in the same household.

If no sick days are taken, sixteen (16) bonus hours off will be awarded in the following year to be taken in minimum four (4) hour increments. The Village will buy back the officer's unused sick leave and any unused bonus hours at the employee's then current rate of pay on a separate check during the month of December of each year.

For pay purposes hours worked/sick leave used may be used in hour increments.

In the event of a major illness/injury not sustained while on duty, the Village will supplement all insurance to the extent that the employee shall receive a sum equal to his actual base pay for thirty (30) calendar days. The employee will be required to exhaust his paid sick occurrences before receiving such payments.

Accrual Program

Employees participating in the accrual program shall accrue 96 hours of paid sick leave per year of active, full-time employment with the Village. Leave will accrue at a rate of 8 hours per month. In the event of a need to use leave during the first year of

employment with the Village, an employee in good standing will be permitted to borrow and use sick leave which would accrue to him or her later in the year.

Any unused sick time will remain in the employee's personal account and will accumulate from year to year until needed or until retirement. Employees participating in the accrual program will not receive bonus days and will not be compensated for unused time at the end of the year.

Upon retirement, an employee with accrued sick leave will have three options with regard to disposal of that time:

- a. The employee may elect to be paid for such time at a rate of 50% of what that time would be worth at the time of retirement.
- b. The employee may elect to use the accrued sick leave to buy service credit in accordance with applicable rules and regulations of IMRF.
- c. The employee may elect to take the time as paid leave from which he or she would transition directly into retirement.

Employees may use sick leave for their own medical condition or for the medical condition of an immediate family member. For purposes of this section only, "immediate family member" shall be defined as: spouse, child or other family member living in the same household.

For pay purposes, hours of sick leave may be used in hour increments.

Section 7.3 Leave of Absence

An unpaid leave of absence shall be granted for up to three hundred sixty-five (365) days with the approval of the Chief of Police and the Board. No benefits shall be paid to the employee during said leave of absence, although the employee may elect to pay for these benefits before commencing the leave. Individuals on a leave of absence shall not receive credit towards rank, seniority or pay grade status for duration of the leave of absence; however, an officer's rank, seniority or pay grade status at the time a leave commences will not be adversely affected as a result of taking a leave.

Section 7.4 Maternity/Parental Leave

A pregnant employee shall be eligible for Maternity Leave. Such leave will begin when medically necessary, as determined by the employee's doctor and confirmed by a doctor designated by the Village Board.

Such employee may return to work Without Loss of Seniority as soon as medically practical, but within three (3) months after delivery. This shall be determined by the employee's doctor and confirmed by a doctor designated by the Village Board.

Any extension of this leave may be granted for Medical Reasons Only related to the mother. Request for extension to be submitted by the employee with written medical certification. This to be reviewed by the Village Board, after employee's fitness is determined by a doctor designated by the Village Board. Leave, if granted, would not exceed three (3) additional months.

An employee who is scheduled to work while his child is being born shall have the option of taking a sick day to attend the birth and/or a sick day the day after the birth, or if he requests, the Department shall make reasonable efforts to reschedule his shifts. If the employee uses one or two sick days for this purpose, they shall not disqualify him from receiving bonus days.

Disabilities resulting from pregnancy and maternity conditions are to be classified as temporary disabilities subject to all leave provisions afforded to members classified as temporarily disabled.

Section 7.5 Jury Duty

Officers covered by this Agreement who are required to serve on a jury, shall sign over their jury check to the Village. The Village shall in turn compensate such officers at their regular rate of pay, for each regularly scheduled work hour actually spent on jury duty. The parties agree that if jury duty extends for more than 4 hours, an officer who worked a 12-hour night shift the night before jury duty and who is scheduled to work a 12-hour night shift the day of jury duty, be provided paid leave for the equivalent of hours actually spent on jury duty, less their duty checks, which shall be signed over to the Village. A 12-hour officer called to jury duty during his shift shall return to work to complete his shift if jury duty is completed by 3:00 p.m.

ARTICLE 8- HOURS AND OVERTIME

Section 8.1 Hours of Work and Overtime

- 1.) Patrol Officers and Sergeants (collectively referred to as members) on twelve (12) hour shifts shall be assigned to work the same number of hours per year (2056 hours) as employees on eight (8) hour shifts. The normal workday for members shall be twelve (12) hours. If the regular schedule of such members exceeds this total annual hours worked, members shall be granted sufficient time off to reduce to the above to the extent consistent with the operating requirements of the Police Department and with the prior approval of the Police Chief or his designee.

Hours worked in excess of a twelve (12) hour work day or shift as defined above, shall be compensated at the overtime rate of pay (one and one half times the member's regular rate).

"Hours worked" for the purpose of calculating overtime (time and one-half compensation) shall include all hours in a pay status including vacation, personal and compensatory time; sick days, suspension time and leaves of absence time will be deducted in equal amounts of time from regularly scheduled hours in a work period; and therefore not count toward "hours worked".

The parties agree that the Village shall have the flexibility, on occasion, to change a member's days off or shift on a temporary basis in order to minimize the need for overtime. These changes shall be made to correspond to the member's regularly scheduled shift (ie. Night shift for Night shift or Day shift for Day shift) unless mutually agreed upon by the member and the Police Chief.

Members on twelve (12) hour shifts shall normally have Friday, Saturday and Sunday scheduled off on every other weekend, subject to the exceptions referenced in the above paragraph.

Officers in special assignments, e.g. detectives, Light Duty, training, or any other assignment as directed by the Chief may be excluded from twelve (12) hour shifts and shall work a schedule as assigned by the Department.

Members shall be granted forty-eight (48) hours of "unscheduled" time off per calendar year to the extent consistent with the operating requirements of the Police Department and with prior approval of the Police Chief or designee. Any hours not used by January 31 of the following calendar year will be forfeited.

2.) Court Time

- a.) Off-Duty members shall receive four (4) hours of pay at the member's regular rate of pay for the first court appearance of a pay period if the court appearance does not exceed four (4) hours. If the member's court appearance exceeds four (4) hours, the member shall be compensated at their regular rate of pay for the first four (4) hours and one and one-half (1 ½) times their rate of pay for the actual hours worked in excess of four (4) hours.
- b.) Officers who have worked the previous night shift will receive the same compensation as stated in the above paragraph. However, the "hold over" period will be compensated at one and one-half (1 ½) times their rate of pay. "Hold over" is defined as the time between the end of the regularly scheduled shift and 8:30 am. Hold over is only granted to the 9:00 am court call.
- c.) For the second and subsequent court appearances the member shall receive two (2) hours of pay at one and one-half (1 ½) times if the court appearance does not exceed two (2) hours. The member shall receive one and one-half (1 ½) times the normal rate of pay for the actual hours worked if the appearance exceeds two (2) hours.
- d.) No member shall receive any additional compensation for Court time if the member is on duty at the time of the court appearance.

3.) Overtime: Posted or Emergency

- a.) All overtime shall be distributed and awarded by seniority.
- b.) The Chief or his designee shall distribute and award all overtime shift(s) to members on a seniority basis. If an attempt is made to contact a member to offer overtime, and the member fails to answer the call, the overtime will then be offered to the next senior member until the overtime shift is filled.

4.) Breaks

Officers working a twelve hour shift shall be allowed one (1) 45 minute mealtime break. It is understood that circumstances involving emergency calls for service may dictate an interruption in any lunch break.

Section 8.2 Shift Assignments

Shift assignments will be made in accordance with the annual shift bidding process based on seniority in rank. All shifts shall be straight shifts. For the period beginning ninety (90) days before January 1st of each year and ending forty-five (45) days before January 1st of each year each employee shall submit their shift scheduling bids. Each officer shall select, in order of preference, two of the following three options: days, nights or rotating shifts. Shifts will be assigned as bid in seniority order in the following manner. Using each officer's first and second choice, a day and night shift shall be assigned together with preference given to an officer's first choice. When such pairing can no longer be made, all remaining officers shall be assigned to rotating shifts. Rotating shifts shall rotate every two 28-day work periods. These shift assignments will be effective beginning with the first full twenty-eight (28) day work period after January 1st of each year and will remain in effect for one year. All non-probationary employees shall participate in the shift bidding. Probationary employees shall not participate in the shift bidding until the shift bid which becomes effective after completion of their probationary period.

Section 8.3 Compensatory Time

In lieu of overtime pay, employees may make a written election to receive compensatory time off. For each hour of overtime worked, the officer shall receive one and one-half hours of compensatory time. An employee may accrue up to one hundred twenty (120) hours of compensatory time in a replenishable bank. Compensatory time may be carried from year to year. Requests to use compensatory time shall be at the employee's discretion. Compensatory time may be used in one (1) hour increments. Such requests shall be subject to approval by the Chief or his designee and may be denied if they would likely create overtime opportunities. However, once compensatory time is granted, it shall not be rescinded.

Section 8.4 Holiday Pay

Each employee shall receive the following eight (8) holidays during each year:

New Year's Day	Fourth of July
President's Day	Labor Day
Easter	Thanksgiving
Memorial Day	Christmas Day

In addition, the employee shall receive his/her birthday off with the regular rate of pay.

The rate of pay for holidays worked shall be two times the regular rate. If the employee is scheduled off, the employee will receive straight time of eight (8) hours. To receive compensation for a holiday, the employee must work the last scheduled day prior to and the first scheduled day after the holiday. In the event an employee uses a sick day instead of working the last scheduled day prior to or the first scheduled day after the holiday but does work on the holiday, the employee will receive time-and-one-half for hours worked on the

holiday. To qualify for this benefit, the employee may be required to provide medical certification of illness if there is evidence that the employee has abused his use of sick leave.

Any employee scheduled off who is rescheduled to work the holiday will receive double time.

If an employee works both Christmas Eve and Christmas Day, he shall be paid at a rate of time-and-one half for work on Christmas Eve.

Section 8.5 Shift Trades

(Body for Body)

Officers covered by this Agreement shall be allowed to trade shifts with other officers who are willing to work such trades, when it is requested in writing by an officer, signed by the officer involved and approved by the Shift Supervisor or designee, the approval of which shall not be unreasonably denied.

If the trade involves a holiday, the officer working the holiday shall receive the associated holiday pay.

(Self-Switches)

An officer may complete four (4) self- switches per twenty-eight (28) day cycle as long as the switch does not create overtime.

Section 8.6 Call-Back

A call back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting back to the Village's premises or location dispatched by the Village, at a specified time on a regularly scheduled work day which does not immediately precede or follow a regularly scheduled shift shall be compensated for a minimum of two (2) hours at the appropriate overtime rate, or be compensated for the actual time worked, whichever is greater, at the overtime rate.

Section 8.7 FTO Compensation

An FTO shall receive one (1) hour of overtime for each shift they serve in that capacity.

ARTICLE 9- VACATION

Section 9.1 Vacation Earned

An employee shall receive paid vacation time on the following schedule and total continuous years of service rendered to the Village:

One (1) full year but less than five (5) full years – Eighty (80) Hours= seven (7) vacation days

Five (5) full years but less than ten (10) full years – One Hundred Twenty (120) Hours= ten (10) vacation days

Ten (10) full years but less than fifteen (15) full years – One Hundred Sixty (160) Hours= fourteen (14) vacation days

Fifteen (15) full years but less than twenty (20) full years – Two Hundred (200) Hours= seventeen (17) vacation days

Twenty (20) full years but less than twenty-five (25) full years – Two Hundred Twenty-Four (224) Hours= nineteen (19) vacation days

Twenty-five (25) full years but less than thirty (30) full years – Two Hundred Forty (240) Hours= twenty (20) vacation days

Thirty full years or more –Two Hundred Sixty-Four (264) Hours= twenty-two (22) vacation days

Section 9.2 Vacation Usage

All weeks in a year shall be open for selection, including the first week in January.

Vacations may not be butted from one year to the next.

Vacations shall be scheduled by seniority and in accordance with employee preference to the extent consistent with the operating requirements of the Police Department. The employee will pick the days he is entitled to for that particular year. Any additional days will be picked after the posting of the vacation schedule.

Vacations requested for January and February must be requested by December 1 of the previous year.

Employees with the same seniority date will alternate vacation selection annually.

Starting January 1, 1999, Sergeants will be permitted to pick vacations by their seniority in the rank of sergeant. Sergeants on the 1998 vacation list shall maintain their current positions indefinitely.

ARTICLE 10- UNIFORMS AND EQUIPMENT

Section 10.1 Initial Issue

The Village shall purchase, maintain, clean and replace, if necessary (and if not lost by the officer or destroyed through his negligence), the following items:

Uniform Shirts (6 summer, 6 winter)	Pens (2)
Dress Uniform Pants (4 pair)	Gloves, winter (1 pair)
BDU Style Uniform Pants (2 pair)	Shoes (2 pair)
Two clip-on ties	Boots (1 pair)
Socks	Badges (2)
Winter parka (1)	Hat Shield (1)
Winter coat (1)	Rank insignia
Windbreaker (1)	Tie clip
Uniform saucer cap	.40 cal. Glock Model 22 and .40 ammo
Winter hat	Bullet proof vest and covers (summer and winter)
Summer cap	Handcuffs
Rain gear	Ticket book holder

ASP and carrier
O.C. Pepper Spray and carrier

CPR Microshield Holster
Garrison belt (holster, ammo pouch, handcuff case, key clip, keepers)
Off-duty star and case
Briefcase (up to \$50)

Turtlenecks (3)
Embroidered Name Tag for external vest cover
Village Badge Patch for external vest cover
All Weather Sweater (current)

Any replacement purchases of the above-mentioned items will be covered by the Village.

Section 10.2 Replacement

The Village will reimburse the officer for the full cost of personal eye glasses damaged in the line of duty and up to Fifty Dollars (\$50.00) for watches damaged in the line of duty and not through the negligence of the officer.

Section 10.3 Uniform Change/Modification

If there is revision, change, or modification in the present uniform during the term of this Agreement all the cost related to the change will be borne by the Village.

ARTICLE 11- RESIDENCY

Officers will not be required to live within the corporate limits of the Village.

ARTICLE 12- EDUCATIONAL REIMBURSEMENT

The Village will reimburse the officer up to Two Thousand Dollars (\$2,000) per semester (up to a maximum of \$6,000 per year) for books and tuition costs that are actually paid by the employee and not covered from other sources for all courses required to obtain a Criminal Justice Degree or such other degrees which have the specific written prior recommendation of the Police Chief and approval of the Board, with the specific amount to be determined by the grade for the course or courses:

- A - 100%
- B - 90%
- C - 85%
- Less than C - no reimbursement

If more than one course in a semester is approved for reimbursement, the course with the highest grade will be reimbursed first.

The officer must complete the necessary forms required for pre-approval of the courses to be taken in a particular semester.

The officer will be compensated upon completion of the class if the officer attained a grade of "C" or better.

ARTICLE 13- LAYOFF

Section 13.1 Layoff

The Village, in its discretion, shall determine whether layoffs are necessary. If it is determined that layoffs are necessary, employees covered by this Agreement will be laid off in accordance with their length of service, as provided in Illinois Statutes, 65 ILCS 5/10-2.1-18, as amended).

Except in an emergency, no layoff will occur without at least fifteen (15) calendar days' notification to the Union. The Village agrees to consult the Union, upon request, and afford the Union an opportunity to propose alternatives to the layoff, though such consultation shall not be used to delay the layoff.

Section 13.2 Recall

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified or registered mail with a copy to the Union, provided that the employee must notify the Police Chief or his designee of his intention to return to work within three (3) days after receiving notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to timely respond to a recall notice, his name shall be removed from the recall list.

ARTICLE 14- MANAGEMENT RIGHTS

The Employer has and will continue to retain the right to operate and manage its affairs in each and every respect. The rights reserved to the sole discretion of the Employer shall include, but not be limited to, rights:

- 1.) to determine the organization and operations of the Department of Police;
- 2.) to determine and change the purpose, composition and function of each of its constituent departments, and subdivisions;
- 3.) to set standards for the services to be offered to the public;
- 4.) to direct the officers of the Department of Police, including the right to assign work and overtime;
- 5.) to hire, examine, classify, select, promote, restore to career service positions, train, transfer, assign and schedule officers;
- 6.) to increase, reduce or change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds or other proper reasons;
- 7.) to establish work schedules and to determine the starting and quitting time, and the number of hours to be worked;
- 8.) to establish, modify, combine or abolish job positions and classifications;
- 9.) to add, delete or alter methods of operation, equipment or facilities;

- 10.) to determine the locations, methods, means and personnel by which the operations are to be conducted, including the right to determine whether goods or services are to be made, provided or purchased;
- 11.) to establish, implement and maintain an effective internal control program;
- 12.) to suspend, demote, discharge, or take other disciplinary action against officers for just cause (probationary employees without just cause); and
- 13.) to add, delete or alter policies, procedures, rules and regulations.

Inherent managerial functions, prerogatives and policy-making rights and the impact thereof, whether listed above or not, which the Employer has not expressly restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance and arbitration procedures contained herein, provided that no right is exercised contrary to or inconsistent with other terms of this Agreement.

ARTICLE 15-FOP LABOR COUNCIL SECURITY AND RIGHTS

Section 15.1 Dues Deduction

While this Agreement is in effect, the Village will deduct from each paycheck the appropriate dollar amount of Labor Council dues for each employee in the bargaining unit who has filed with the Village a voluntary, effective checkoff, authorized by the Labor Council (attached hereto as Appendix "D"). The Labor Council will give the Village thirty (30) days notice of any change in the amount of dues to be deducted. Dues shall be remitted to the Labor Council by the tenth (10th) day of the month following deduction. Any Labor Council member desiring to revoke the dues checkoff may do so by written notice to the Employer at any time during the thirty (30) day period prior to the annual anniversary date of the contract.

The Village shall provide the Labor Council, within thirty (30) days' of hire, the name, address, classification, rate of salary and starting date of any new employee hired into the Labor Council's bargaining unit.

Section 15.2 Fair Share Deduction

Employees in the bargaining unit represented by the Labor Council shall have the right to freely choose whether or not to belong to the Labor Council. Employees shall also have, and are protected in the exercise of, the right to refrain from participating in any labor related activity. Any present officer who is not a member of the Labor Council shall have deducted from his pay and transmitted to the Labor Council a fair share (not to exceed the amount of Labor Council dues) of the cost of the collective bargaining process and contract administration. All employees hired on or after the effective date of this Agreement and who have not made application for Labor Council membership shall, on or after the (30th) thirtieth day of employment, also have deducted from their pay and transmitted to the Labor Council a fair share of the cost of the collective bargaining process and contract administration.

Section 15.3 FOP Labor Council Indemnification

The FOP Labor Council shall indemnify, defend and save the Village harmless against any and all claims, demands, suits or other forms of liability (monetary or otherwise) and for all legal fees

and costs that shall arise out of or by the reason of action taken or not taken by the Village in complying with the provisions of this Article.

ARTICLE 16- BULLETIN BOARD

Section 16.1 Labor Council Use of Bulletin Board

The Village shall provide the Labor Council with designated space on an available bulletin board which will be used solely for Labor Council purpose for the posting of official Labor Council notices of a non-political, non-inflammatory nature.

ARTICLE 17- LABOR COUNCIL REPRESENTATION

Section 17.1 Right of Entry

Authorized representatives of the Labor Council shall, with the advance approval of the Chief, have reasonable access to the Police Department during working hours to converse with members of the Council and/or representatives of the Employer concerning matters covered by this Agreement. Said approval shall not be unreasonably denied. Said access shall not disrupt the operations of the Department.

Section 17.2 Labor Council Negotiating Team

No more than two (2) officers designated as being on the Labor Council negotiating team who are scheduled to work on a day which negotiations will occur, shall for the purpose of attending scheduled negotiations, be excused from their duties without loss of pay for the period of negotiations, as long as the attendance of any officer at negotiations does not result in the payment of overtime to that officer or to any other officer by the Village. If the attendance of an officer at negotiations would result in the payment of any overtime by the Village, the officer shall not attend negotiations. If a designated Labor Council negotiating team member is on regular day-off status on the day of negotiations, he will not be compensated for attending the session. A reasonable effort shall be made by both parties to schedule negotiations for a day and time at which the designated members of the Labor Council negotiating team are not scheduled to work.

Section 17.3 Delegates

Any Officer chosen as a delegate to an Illinois Fraternal Order of Police Labor Council Annual Meeting or Fraternal Order of Police State or National Conference or Meeting shall be allowed the use of available time off (not including sick time) to attend any such meetings or conferences, provided that the employee submits a written request to the Village seeking approval.

ARTICLE 18- IMPASSE RESOLUTION

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (IPLRA), 5 ILCS 315/14, as it exists from time to time.

ARTICLE 19- MAINTENANCE AND ECONOMIC BENEFITS

All economic benefits which are not set forth in this Agreement and are currently in effect shall continue and remain in effect until such time as the Village shall notify the Union of its intention to change them. Upon such notification, and if requested by the Union, the Village shall meet with the Union and discuss such change before it is finally implemented by the Village. Any

change made without such notice shall be considered temporary pending the completion of such meet-and-confer discussions. If the Union becomes aware of such a change and has not received notification, the Union must notify the Village as soon as possible and request discussions if such discussions are desired. The failure of the Union to request discussions shall act as a waiver of the right to such discussions by the Union.

ARTICLE 20- INSURANCE BENEFITS

Section 20.1 Health Insurance

The Village shall pay ninety percent (90%) of the monthly premium for family and employee health insurance and the employee shall pay the remaining ten percent (10%). The current medical insurance program and benefits shall remain in effect during the term of this Agreement unless mid-term modifications are accepted by the parties.

Effective 12/1/2014: Village (88%)-Employee (12%)

Effective 3/1/2015: Village (87%)-Employee (13%)

Effective 3/1/2016: Village (85%)- Employee (15%)

Section 20.2 Dental Insurance

The current dental insurance program and benefits shall remain in effect during the term of this Agreement, provided that the Village shall pay 50% of the annual premium for family and individual coverage and the employee shall pay 50% of the annual premium for family and individual coverage.

Section 20.3 Continuance of Health Insurance

In the event an employee dies, the Village will continue to provide health and dental insurance for that employee's dependents in accordance with the same terms and conditions as otherwise would be applicable for a period of eighteen (18) months, provided that the spouse does not remarry and the dependents are under twenty-six (26) years of age.

Section 20.4 Health Insurance – Retirees

For retirees hired prior to March 1, 2016:

To qualify for health insurance benefits, an early retiree must be at least fifty-five (55) years of age when he retires.

Employees accrue points by adding their age together with the number of years of service with the Village.

The Village shall pay a percentage of the early retiree's insurance premium until he reaches the age of sixty-five (65) based on the following schedule:

90% for 80 points

75% for 75 points

50% for 70 points

At the age of sixty-five (65), the Village shall pay ninety percent (90%) of the supplemental insurance for an early retiree who qualifies for the above schedule.

Spouse's insurance coverage will continue to be handled consistent with Village policy.

For retirees hired on or after March 1, 2016:

All employees hired before 3/1/2016 will receive retiree health insurance benefits as listed in this section above. Effective with the expiration of the hiring list which expires 3/1/2016, all employees hired on or after 3/1/2016 will be able to continue their retiree health insurance benefits through the Village by paying 100% of the premium.

Section 20.5 Life Insurance

The Village will provide \$100,000 of life insurance for each employee.

Section 20.6 Counseling

The Village shall pay in full the cost of counseling necessitated from a traumatic event (such as air crashes, earthquakes, deaths in which the officer is personally involved, or such other events as the Chief determines in his sole and non-grievable discretion) occurring while in the performance of an officer's duty.

Section 20.7 Physical Examinations

The Village will contribute up to Fifteen Hundred Dollars (\$1500) toward the cost of a physical examination, eye care, hearing protection, and hearing aids for an employee, not covered by insurance, for the period January 1, 2014 through December 31, 2018. The employee shall be required to share the results of examinations with the Chief if they reveal any limitations on the employee's ability to perform essential functions of the job. The Village's contribution will be payable to the employee upon presentation of appropriate invoices.

Section 20.8 Right to Maintain Coverage While on Unpaid Leave or on Layoff

An employee who is on an approved unpaid leave of absence or who is on layoff with recall rights shall have the right to maintain insurance coverage and, if desired, for dependent coverage, at the employee's cost.

Section 20.9 Health and Dental Insurance Committee

The Village agrees to form an insurance committee that includes two members from the F.O.P. Labor Council bargaining unit along with similar representation from other employee groups. Where practicable, the Committee will meet in October and periodically thereafter, as necessary, to review insurance renewal options. Representatives from the Labor Council will be provided adequate opportunity for input into Committee discussions and recommendations before such recommendations are made.

ARTICLE 21- WAGES

Section 21.1 Wages Schedule

Wages shall be paid in accordance with Appendix A1.

Each employee shall be able to designate the institution to which payroll deposits will be made so long as the institution is located in Illinois and changes are not made more than once per calendar year.

All retroactive payroll corrections shall be paid as a lump sum. Retroactive checks for this contract shall be on a separate check. Reasonable efforts will be made to ensure that monies are paid within thirty (30) days after signing the contract.

Section 21.2 Longevity

Longevity payments shall be made in accordance with Appendix A2.

Section 21.3 Acting Supervisor (Officer in Charge/ OIC)

For any hours which a patrolman is designated or assigned the duties of the shift supervisor or watch commander, the patrolman shall be paid a stipend per shift in the amount of the monetary difference between a top patrolman (Step 6) and a junior sergeant (Step 1) rounded up to the nearest dollar as denoted below:

Year	Daily Per Diem
2013	\$48.00
2014	Per contract
2015	Per contract
2016	Per contract
2017	Per contract

An O.I.C will be designated by the Police Chief and the appointment will be mutually agreed upon between the chosen member and the Police Chief with the understanding that no member will be unwillingly assigned the O.I.C. designation or responsibilities. Any command overtime will be offered to sergeants prior to an O.I.C. being utilized.

Section 21.4 Special Duty Allotment

Each employee who has completed five years of service in the Department shall receive an annual special duty allotment of fifteen hundred dollars (\$1,500).

Section 21.5 Shift Differential

The Village shall pay an eighty cent (\$.80) differential for hours worked during the afternoon/night shift (e.g. 6:00 p.m. to 6:00 a.m. or 7:00 p.m. to 7:00 a.m.).

Section 21.6 Rate of Pay

For purposes of calculating overtime, the hourly rate of pay shall be calculated by dividing the total of base salary and longevity by 2080 hours.

ARTICLE 22- MISCELLANEOUS

Section 22.1 Senior Officer

An employee who will have served the Village as a patrol officer or sergeant for at least 20 years at the time of retirement and who gives 18 months of irrevocable advance notice of retirement may apply for designation as a Senior Officer I. An employee who will have served the Village as a patrol officer or sergeant for at least 20 years at the time of retirement and who gives 30 months of irrevocable advance notice before retirement may apply for designation as a Senior

Officer II. All employees who apply for this designation and who satisfy the requirement established in this section, shall be appointed to these positions. Appointment to these positions is intended to afford the Village the opportunity to fully utilize the experience, training and expertise of these senior officers. Specific duties and responsibilities shall be determined solely at the discretion of the Chief, although that discretion shall not be exercised arbitrarily.

As compensation for these positions, the Senior Officer I shall receive a 20% increase in his or her compensation for his or her last 12 months of employment before retirement. As compensation for these duties, the Senior Officer II shall receive a 10% increase in salary during each of the last 2 year of employment before retirement. In addition, both positions shall receive 3 points toward his or her retirement health insurance reimbursement. Employees in these positions are required to use all accrued vacation time prior to retirement; such time will not be paid out as a cash benefit.

Employees who apply for these positions shall not receive the Village's pre-retirement benefit of \$200 per month. This position and associated benefit shall become null and void should the Village/Department become subject to the Downstate Pension Fund. The employee shall then again become eligible for the Village's pre-retirement benefit of two hundred dollars (\$200.00) per month for his/her last twelve months of employment.

Section 22.2 Indemnification

The Village agrees to indemnify an officer against any judgment, claim or action arising out of the officer's performance of his/her duties as a police officer. The Village shall provide mandatory procedural guidelines to be followed by the officer claiming indemnification. Under no circumstances will an officer be indemnified where his/her conduct is willful, wanton, intentional or illegal; where the officer is found guilty in a criminal or quasi-criminal case; or where there is finding of malice on the part of the officer. This paragraph is not subject to the grievance or arbitration procedure.

Section 22.3 Permanent Commission Cards

Each officer shall receive a permanent appointment commission card rather than an annual appointment commission card. Said commission card will designate the officer's rank as well as specialization status. A commission card is not a guarantee of continued employment.

Section 22.4 Burial

The Village agrees to defray all funeral and burial expenses of any employee of the Police Department killed while on duty or acting in the line of duty up to a maximum of Ten Thousand Dollars (\$10,000).

Section 22.5 Disability Committee

If the Union establishes a committee for the purpose of examining potential disability insurance policies to supplement the policy currently provided by IMRF, the Village Board shall hear the results of the Committee's work at one hearing open to Union members who wish to attend. The Committee may also investigate pension supplements and provide written information to the Board's police committee from time to time.

Section 22.6 Required Posting

All open positions shall be posted on the Union bulletin board or Department email so that all members covered by this Agreement have the opportunity to bid for said positions.

Section 22.7 Personal Assets

No employee shall be required to disclose any item of their property, income, assets, source of income or assets, debts or personal or domestic expenditures including those of any member of their family or household, except as required by law.

Section 22.8 Release of Information

No photograph or personal information about an employee will be disclosed by the Village to the media or general public at any time during the term of this contract, unless the employee approves of such disclosure in advance of its release. Such disclosures will not include an employee's home address and home telephone number. This section does not prohibit photographs taken for publicity purposes and does not prohibit disclosures as required by state and federal law.

Section 22.9 Technological Equipment

The Employer agrees that any technological equipment, including but not limited to: automatic vehicle location system (AVL), global position sensor (GPS), in-car recording/video system, employee worn body camera, etc., will not be randomly reviewed or monitored for the sole purpose of initiating disciplinary action or employee evaluations.

Section 22.10 Disabling Safety Defects

No employee shall be required to use any equipment that has been designated by both the Village and the Council as being defective unless the defective condition has been corrected.

Section 22.11 Retirement Benefits Notification

Upon an Employee announcing their intent to retire, the Village will provide documentation to the Employee listing all benefits which will be provided to the Employee in retirement.

Section 22.12 On-Call Detective

Detectives placed on On-Call status shall have the option of using a Department owned vehicle while they are placed on such status.

Section 22.13 Immunizations

The Village agrees to pay full expenses for medical examinations, diagnostic tests, inoculations or immunization shots for the employee and for members of an employee's household when such becomes necessary as a result of said employee's exposure to contagious diseases (including AIDS, tuberculosis and hepatitis) where said officer has been exposed to said disease in the line of duty.

ARTICLE 23- LABOR-MANAGEMENT MEETINGS

Section 23.1 Meeting Request

The Union and Village agree that in the interest of efficient management and harmonious employee relations, that meetings will be held between Union representatives and responsible Administrative representatives of the Village upon request by either party at least seven (7) working days in advance, provided however that such meetings will no be held more frequently than every thirty days except by mutual agreement. Either party may request such a meeting by placing in writing a request to the other for a "labor-management meeting" and expressly providing the agenda for such meeting. The Labor-Management meetings shall consist of three representatives of the Union and three representatives from the Employer.

Such meetings, times and locations shall be limited to:

1. discussion on the implementation and general administration of this Agreement;
2. a sharing of general information of interest to the parties;
3. notifying the Union of changes in conditions of employment contemplated by the Village which may affect members; and
4. safety issues – When safety issues are on the agenda, the parties shall attempt to arrive at joint recommendations to improve safety. Such recommendations shall be submitted to the Police Committee of the Village Board if such submission is necessary to address the safety issue. In the absence of agreement on submission of recommendations either party may submit their own recommendations.

Section 23.2 Content

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure. Specific grievances being processed under Article IV of this Agreement shall not be considered as "labor-management meetings" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings.

Section 23.3 Attendance

Attendance at "labor-management meetings" shall be voluntary on the officer's part, and attendance during such meetings shall not be considered time worked for compensation purposes. Normally, no more than three (3) representatives from the Union shall attend these meetings. Attendance at such meetings shall not interfere with required duty time, and attendance, if during duty time, is permitted only upon prior approval by the Police Chief.

Section 23.4 Test Results

The employee, or upon the employee's written request a Union representative, shall be permitted to meet within 15 calendar days of the posting of test results with management or the testing service to review the accuracy of test results for the position of Sergeant.

The employer shall use an objective and verifiable test when promoting to the position of Sergeant. Test results shall be graded in the presence of the employee. All test materials shall be retained for a period of not less than six months.

ARTICLE 24- SAVINGS CLAUSE

If any provision of this Agreement or any application of such provision thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, or by any existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable. Should the parties bargain to impasse over the substitute provision, such impasses shall be resolved in accordance with the impasse procedures contained in the Act.

ARTICLE 25- DURATION

Section 25.1 Term of Agreement

Unless otherwise specifically provided, the terms of this Agreement shall be effective from January 1, 2014 and shall remain in full force and effect until December 31, 2018. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party no earlier than one hundred fifty (150) days preceding expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

Section 25.2 Continuing Effect

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or resolution of impasse procedure are continuing for a new Agreement or part thereof between the parties, provided that either party may terminate this Agreement by written notice to the other at least ten (10) days prior to the desired date of termination but not before the anniversary date of this contract.

Section 25.3 Entire Agreement

This Agreement constitutes the complete and entire agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in the Agreement, it may be changed by the Employer as provided in the Management Rights clause, Article 14.

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE 26- SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed their signatures this ____ day
of _____, 2014

For the Employer:

For the Union:

Village President
David Brady

Bargaining Chair
Tom Pollard

Village Clerk
Carol Lumpkins

Bargaining Committee Representative
Mike Nogajewski

(S E A L)

Bargaining Committee Representative
Ken Bernstein

Bargaining Committee Representative
Mike Coppelillo

Bargaining Committee Representative
Karl Gotsch

Illinois FOP Labor Council Field Rep
Shawn Roselieb

APPENDIX "A1"

		Patrol Officers				
		3%	3%	3%	3.25%	3.25%
<u>Step</u>	<u>Current</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
1	58,342	60,092	61,895	63,752	65,824	67,963
2	62,031	63,892	65,809	67,783	69,986	72,260
3	65,715	67,686	69,717	71,809	74,142	76,552
4	70,768	72,891	75,078	77,330	79,843	82,438
5	78,135	80,479	82,893	85,380	88,155	91,020
6	82,060	84,522	87,057	89,669	92,583	95,592

		Sergeants				
		3%	3%	3%	3.25%	3.25%
<u>Step</u>	<u>Current</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
1	90,436	93,149	95,944	98,822	102,034	105,350
2	91,797	94,551	97,387	100,309	103,569	106,935

APPENDIX "A2"

2014-2018

Patrol Officers and Sergeants

<u>Years</u>	<u>Annual Longevity</u>
0-5	0
6	431
7	474
8	517
9	560
10	644
11	728
12	812
13	896
14	980
15	1,064
16	1,148
17	1,232
18	1,316
19	1,400
20	1,484

After twenty-five (25) years of service, the longevity payment shall be increased by \$500.

APPENDIX "B"

DRUG-FREE WORKPLACE/DRUG TESTING¹

Policy Generally

It is the policy of the Village of Bedford Park that the Police Department be a drug-free workplace in order to ensure that employees can perform their duties without endangering themselves or the public. The critical mission of police protection justifies maintenance of a drug-free work environment through the use of a reasonable employee drug-testing program.

The police profession has several uniquely compelling interests that justify the use of employee drug testing. The public has a right to expect that those who are sworn to protect them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and, thus, job performance.

When police officers participate in illegal drug use and drug activity, the integrity of the profession and public confidence in that integrity are destroyed. This confidence is further eroded by the potential for corruption created by drug use.

Therefore, in order to ensure the integrity of the department and to preserve public trust and confidence in a fit and drug-free police profession, this department shall implement a drug-testing program to detect prohibited drug use by sworn employees.

Definitions

A. Sworn Employee - Those employees who have been formally vested with full police powers and authority.

B. Supervisor - Those sworn employees assigned to a position having day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.

C. Drug Test - The compulsory production and submission of urine by an employee in accordance with Department procedures, for chemical analysis to detect prohibited drug usage, alcohol, cannabis and/or controlled substance.

D. Reasonable Suspicion - An articulable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of illegal drugs, or is using, in possession of or selling illegal drugs and controlled substances. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

¹ This policy is included with the Agreement for the convenience of the Village, the Union and the employees but is not an integral part of the Agreement and, therefore, is not subject to the grievance and arbitration procedure.

- (i) a pattern of abnormal or erratic behavior;
- (ii) information provided by a reliable and credible source;
- (iii) direct observation of illegal drugs or controlled substance use; or
- (iv) presence of the physical symptoms of illegal drugs or controlled substance use (e.g., glassy or bloodshot eyes, slurred speech, poor coordination and/or reflexes).

Supervisors are required to complete a Condition of Employee Report prior to ordering a drug test.

E. Probationary Employee - Any person who is probationary within the definition of current policy.

F. Controlled Substance - One (1) which is not legally obtainable; (2) which is being used in a manner different from that prescribed; or (3) which is legally obtainable but has not been legally obtained.

Procedures/Rules

A. Prohibited Activity

The following rules shall apply to all applicants, probationary and sworn employees, while on or off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled substance, unless as prescribed by a licensed medical practitioner.
 - a. Any employee who is taking prescription or non-prescription medicine shall notify his or her immediate supervisor of the medication prescribed when product information or doctor or pharmacist warnings indicate that the substance may be reasonably expected to impair the employee's performance. The nature of the illness or injury, and any precautions that should be taken as a result of the drug's use, e.g., should not drive or operate equipment, should avoid exposure to the sun, etc., shall be furnished to the supervisor as well.
 - b. Supervisors shall document this information through the use of an internal memorandum and maintain this memorandum in a secured file.
 - c. The employee may be temporarily reassigned to other duties, where appropriate.

3. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. Any employee who unintentionally ingests, or is made to ingest without medical authorization, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the officer's health and safety.
5. Any employees having reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substance shall immediately report the facts and circumstances to his supervisor.
6. Discipline of sworn employees for violation of this policy shall be in accordance with due process rights provided in the department's discipline and grievance procedures.

B. Applicant Drug Testing

1. Applicants for the position of sworn police officer shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to required drug test; or
 - b. A confirmed positive drug test indicating drug use prohibited by this policy.

C. Probationary Employee Drug Testing

In addition to the provisions applicable to employee drug testing (see paragraph D below), all probationary employees shall be required as a condition of employment to participate in any unannounced mandatory or random drug tests scheduled during the probationary period. The frequency and timing of such tests shall be determined by the chief of his designee.

D. Employee Drug Testing

Sworn police officers will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. A supervisor may order an employee to take a drug test upon documented reasonable suspicion that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.

2. A drug test will be administered as part of any regular physical examination required by this department.

E. Drug-Testing Procedures

1. Before a drug test is administered, employees will be asked to sign a consent form authorizing the test and permitting release of test results to those Police Department/Village officials with a need to know. The consent form shall provide space for employees to acknowledge that they have been notified of the Police Department's drug-testing policy and to indicate current or recent use of prescription or over-the-counter medication.

The consent form shall also set forth the following information:

- a. the procedure for confirming an initial positive test result;
 - b. the consequences of a confirmed positive test result;
 - c. the right to explain a confirmed positive test result; and
 - d. the consequences of refusing to undergo a drug test.
2. The testing procedures and safeguards provided in this policy to ensure the integrity of department drug testing shall be adhered to by any personnel administering drug tests.
 3. Personnel authorized to administer drug tests shall require positive identification from each employee to be tested before he/she enters the testing area.
 4. A pre-test interview shall be conducted by testing personnel with each employee in order to ascertain and document the recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs that may result in a false positive test result.
 5. The bathroom facility of the testing area shall be private and secure.
 - a. Authorized testing personnel shall search the facility before an employee enters it to produce a urine sample, and document that it was free of any foreign substances.
 - b. The employee to be tested shall disrobe before entering the bathroom facility, and shall be provided a light robe.
 - c. Testing personnel of the same sex as the employee shall observe the production of the urine sample.

6. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than eight hours to give a sample, during which time he shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Willful failure to submit a sample shall be considered a refusal to submit to a drug test.
7. Employees shall have the right to request that their urine samples be split and stored in case of legal disputes. The urine samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel.
8. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his attorney should the original sample result in a legal dispute or chain of custody be broken. The employee shall be allowed to submit his sample to an independent drug-testing facility at his demand.
9. Specimen samples shall be sealed, labeled and checked against the identity of the employee to insure that the results match the tested specimen. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
10. Whenever there is reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained immediately, under the direct observation of the testing personnel.

F. Drug-Testing Methodology

1. The testing or processing phase shall consist of a two-step procedure:
 - a. initial screening test
 - b. confirmation test
2. The urine sample is first tested using the initial drug-screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the original screening test.

4. The drug screening tests selected shall be capable of identifying marijuana, cocaine and every major drug of abuse including heroin, amphetamines and barbiturates. Personnel utilized for testing will be certified as qualified to collect urine samples or adequately trained in collection procedures.
5. Concentrations of a drug at or above the following levels shall be considered a positive test result when using the initial immunoassay drug-screening test:

	Initial Test Level (ng/ml)
Marijuana Metabolite	100
Cocaine Metabolite	300
Opiate Metabolites	300*
Phencyclidine	025
Amphetamines	1,000

* 25n/g if immunoassay-specific for free morphine

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory gc/ms test on a urine specimen that tested positive using a technologically different initial screening method:

	Confirmatory Test <u>Level (ng/ml)</u>
Marijuana Metabolite	15*
Cocaine Metabolite	150**
Opiates:	
Morphine	300+
Codeine	300+
Amphetamines:	
Amphetamine	500
Methamphetamine	500

* Delta-9-Tetrahydrocannabinol-9-Carboxylic Acid

** Benzoylcegonine

+ 25ng/ml if immunoassay-specific for free morphine

6. The laboratory selected to conduct the analysis shall be experienced and capable of quality control, documentation, chain of custody, technical expertise and have demonstrated proficiency in urinalysis.
7. Employees having negative drug-test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests such, a copy of the letter will be placed in the employee's personnel file.

8. Any employee who breaches the confidentiality of testing information shall be subject to discipline.

G. Chain of Custody – Storage

1. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and the chain of custody.
2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage for an indefinite period.

H. Drug-Test Results

1. All records pertaining to department-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought.
2. Drug-test results and records shall be stored and retained in compliance with the state law or for an indefinite period in a secured area where there is no applicable state law.

I. Rehabilitation/Discipline

An employee who tests positive for any controlled substance will be removed from duty until it is determined that he/she is substance free and can safely perform his/her duties.

Ordinarily, an employee who tests positive and agrees to participate in a treatment/rehabilitation program will not be terminated, but the Village reserves the right to impose appropriate disciplinary action which, under the particular circumstances, may include termination. The following is a non-exhaustive list of situations in which an employee may be terminated:

1. Employee refuses to undergo testing;
2. Employee tests positive and refuses to participate in a treatment/rehabilitation program;
3. Employee fails to complete the treatment/rehabilitation program;
4. Employee tests positive during or after he/she has completed a treatment/rehabilitation program.

CONDITION OF EMPLOYEE REPORT

Employee name: _____ Position _____

Supervisor name: _____ Position _____

Work Location _____

Time Started Work _____ Time Relieved of Duty _____

Location Relieved of Duty _____

OPERATION: (Check one description in each category)

BALANCE: Sure _____ Unsure _____ Questionable _____

Comments: _____

WALKING: Steady _____ Unsteady _____ Questionable _____

Comments: _____

SPEECH: Clear _____ Slurred _____ Questionable _____

Comments: _____

ATTITUDE: Cooperative _____ Uncooperative _____ Questionable _____

EYES: Clear _____ Bloodshot _____ Questionable _____

RESPONSES TO SUPERVISOR'S QUESTIONS TO EMPLOYEE:

Are you ill or injured: Yes _____ No _____ No Answer _____

Comments: _____

Explain the reason for your physical condition: _____

Are you under the influence of an illegal drug or controlled substance?

Yes _____ No _____ No Answer _____

If yes, which one(s)? (Specify type of drug) _____

Did you report to work under the influence of said drug(s)?

Yes _____ No _____ No Answer _____

When was the last time you consumed said drug(s)? _____

DESCRIBE REASON FOR REPORT:

List any witnesses present, and attach written statements

Report date: _____

Supervisor Signature _____ Date: _____

Witness Signature _____

SAMPLE

DRUG AND ALCOHOL POLICY

It is the policy of the employer that its workplace be free from drugs and alcohol. Accordingly, the following rules and regulations are effective as of _____:

Regulations

1. The unlawful manufacture, distribution, dispensing, possession or use of cannabis, controlled substances or alcohol by an employee while on the employer's premises or while performing work for the employer is prohibited.
2. The distribution, consumption or possession of alcohol by an employee while on the employer's premises or while performing work for the employer is prohibited.
3. Being under the influence of alcohol or any controlled substance while on the employer's premises or while performing work for the employer is prohibited.
4. As a condition of his or her employment, each employee shall:
 - a. Agree in writing to abide by the terms contained in this policy; and
 - b. Agree to notify the employer of any criminal drug stature conviction for a violation occurring on the employer's premises no later than five (5) days after such conviction.

Disciplinary and Other Employer Action

1. Violation of these prohibitions may result in disciplinary action, up to and including termination.
2. The employer shall take disciplinary action with respect to an employee convicted of a drug offense in the workplace within thirty (30) days after receiving notice of such a conviction. The employer shall notify the appropriate federal agency from which it receives grant monies of an employee conviction within ten (10) days after receiving notice of such a conviction.
3. The employer may also require an employee who violates any of these prohibitions to participate satisfactorily in a substance or alcohol abuse assistance or rehabilitation program.

Definitions

For the purposes of the above rules and regulations, the following definitions apply:

1. A "controlled substance" is one which is: 1) not legally obtainable; 2) being used in a manner different from that prescribed; or 3) legally obtainable but has not been legally obtained.²

2. A "conviction" is defined as a finding of guilt (including a plea of no contest) or imposition of a sentence, or both, by any judicial body charged with the responsibility of determining violations of the federal or state criminal drug statutes.

² Legal Reference: 21 U.S.C. §812.

APPENDIX "C"

LIGHT DUTY PROCEDURES

The Department will make light duty available to police officers who request it in accordance with the following terms and conditions:

1. Light duty is limited to those officers who request it and who are unable to perform all of their job duties because of short-term illnesses or injuries that were not acquired on duty.
2. In order to be eligible for light duty, an employee must be medically certified to be unfit to perform all job functions but the physician must certify that the employee can perform light duty.
3. The Village may require the employee's medical certification to be confirmed by a physician of its choosing at Village expense.
4. The Village may require that the employee's medical certification be renewed no more frequently than every 30 days.
5. Offer of a light duty assignment shall be made only if the Chief, in his sole discretion, determines that sufficiently productive work is available to be performed by the employee given his or her medical limitations.
6. Light duty will be offered to only one employee at a time on a first-come, first served basis.
7. An employee may remain on light duty for no more than 6 months and will be eligible to perform light duty no more often than once in any 12 month period.
8. A light duty assignment is not guaranteed for any particular length of time and may be ended whenever the Chief determines that sufficiently productive work is not available or not being performed by the employee.
9. The hours and days of work for the assignment shall be determined by the Chief.
10. Before being permitted to perform light duty, an employee in the traditional sick leave program must exhaust all of available sick leave but not vacation leave.
11. Any employee on light duty may not exceed his or her physical restrictions.

APPENDIX "D"

DUES AUTHORIZATION FORM

**ILLINOIS FRATERNAL ORDER OF POLICE LABOR COUNCIL
974 CLOCKTOWER DRIVE
SPRINGFIELD, ILLINOIS 62704**

I, _____, do hereby authorize my employer, Village of Bedford Park, to deduct from my wages the uniform amount of monthly dues set by the Illinois Fraternal Order of Police Labor Council, for expenses connected with the cost of negotiating and maintaining the collective bargaining agreement between the parties and to remit such dues to the Illinois Fraternal Order of Police Labor Council as it may from time to time direct. In addition, I authorize my Employer named hereinabove to deduct from wages any back dues owed to the Illinois Fraternal Order of Police Labor Council from the date of my employment, in such manner as it so directs.

Date: _____

Signature: _____

Address: _____

City: _____

State: _____ Zip: _____

Telephone: _____

Employment Start Date: _____

Title: _____

-

Employer, please remit all dues deductions to:

Illinois Fraternal Order of Police Labor Council
Attn: Accounting
974 Clock Tower Drive
Springfield, Illinois 62704

(217) 698-9433

Dues remitted to the Illinois Fraternal Order of Police Labor Council are not tax deductible as charitable contributions for federal income tax purposes; however, they may be deductible on Schedule A of Form 1040 as a miscellaneous deduction.

LETTER OF AGREEMENT

The Village of Bedford Park ("Village") and the Illinois Fraternal Order of Police Labor Council ("Union") agree as follows:

The Union and management of the Police Department shall continue labor-management discussions over performance and productivity standards applicable to bargaining unit members. Such discussions shall take place not less often than once each quarter or as otherwise agreed by the parties. At these meetings, the parties agree to exchange concerns about the standards and recommendations for improvement.

This letter shall be attached to the 2014-2018 collective bargaining agreement between the parties.

Village of Bedford Park

Illinois FOP Labor Council

Date

Date

